

A. G. Contract No. KR93 1528TRN
ECS File: JPA 93-65
Project: S-491-504/HX016 01C
Section: SR-280 @ 24th Street
Traffic Signal

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT is entered into 6 July, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL
(the "City").

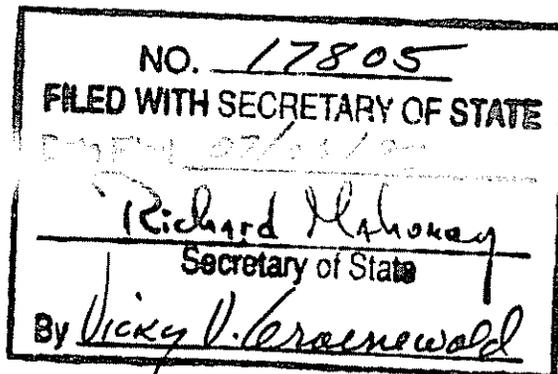
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and the City desire to construct, operate
and maintain a new traffic signal light warranted on State
Route 280 at the intersection of 24th Street in the City, at an
estimated construction cost of \$120,000.00, hereinafter
referred to as the Project, for the safety and benefit of the
motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the City for thirty three percent (33%) of the reasonable direct actual cost of construction and construction engineering of the Project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon receipt and approval of an invoice, reimburse the State for thirty three percent (33%) of the cost of the Project.

d. Upon completion and acceptance by the State, provide electrical energy for the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Office of the County Clerk.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Yuma
City Manager
180 West First Street
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA

Department of Transportation

By *Robert H. Tappett*
ROBERT H. TAPPETT
Mayor

By *Charles K. Eaton*
CHARLES K. EATON
State Traffic Engineer

ATTEST

By *Britta Kuper Stanz*, Deputy

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Approved at the City Council Meeting of:
May 19, 1993
City Clerk: *Britta Kuper Stanz*
Deputy

RESOLUTION

BE IT RESOLVED on this 16th day of April 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design, construction and maintenance of a traffic signal improvement to the intersection of SR-280 and 24th Street in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


LARRY S. BONINE
Director

RESOLUTION NO. 2731

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION FOR THE STATE ROUTE 280/24TH STREET INTERSECTION SIGNALIZATION PROJECT.

WHEREAS, the Signalization of the Intersection of State Route 280 (Avenue 3E) and City 24th Street (Project) is in the public interest and would be of public benefit, and

WHEREAS, the State of Arizona, Department of Transportation (A.D.O.T.) has agreed to jointly fund the project with the City of Yuma's share set at one-third of the cost of construction, and

WHEREAS, in order to obtain said funds, A.D.O.T. requires the City to enter into an Intergovernmental Agreement, and

WHEREAS, pursuant to Arizona Revised Statutes, Section 48-572 and the Yuma City Charter, Article III, Section 13, the City is empowered to enter into this Intergovernmental Agreement with A.D.O.T.

NOW THEREFORE, be it resolved by the City Council of the City of Yuma, Arizona, as follows:

SECTION 1: That it is in the best interest of the City of Yuma that an Intergovernmental Agreement be entered into with A.D.O.T. for the purpose of defining responsibilities, duties, and obligations for the funding, design, construction and maintenance of a new traffic signal light on State Route 280 (Avenue 3E) at the intersection of 24th Street in the City of Yuma.

SECTION 2: That the Mayor, or designated representative, be and is hereby authorized to execute said Intergovernmental Agreement and any other document necessary to fulfill its purposes.

PASSED AND ADOPTED the 19th day of May, 1993.

ATTEST:

Bretta Kuper Stanz
Deputy City Clerk

Robert H. Tippet
Mayor

APPROVED AS TO FORM:

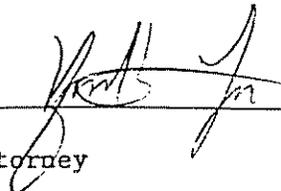
Steven W. Moore
City Attorney

Douglas W. Lowe
City Administrator

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14 day of June, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-1528-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30th day of June, 1993.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section